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ILLINOIS
FOR RECORD

DEEDS



PART PURCHASE MONEY
FIRST LIEN MORTGAGE

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made April 28, 1972, between DAVID J. TYLER and ANNA B. TYLER, his wife,

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY

Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, and the holder or holders being herein referred to as Holders of the Note, in the principal sum of SEVENTEEN THOUSAND and no/100 (\$17,000.00) Dollars, evidenced by certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered to and by which said Note the Mortgagors promise to pay the said principal sum and interest from April 28, 1972, on the balance of principal remaining from time to time unpaid at the rate of six (6%) per cent per annum in instalments (including principal and interest) as follows:

TWO HUNDRED TWENTY-THREE and 41/100 --- Dollars on the 1st day of June 1972 and TWO HUNDRED TWENTY-THREE & 41/100 Dollars on the 1st day of each and every month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of May 1980. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment then at the office of Sam Pinchuk in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, ILLINOIS, COUNTY OF COOK AND STATE OF ILLINOIS.

to wit: Lots 21 and 22 in Block 15 in Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois,



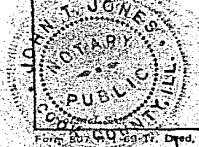
which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a party with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, weatherstrips, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said trusts and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written
David J. Tyler [SEAL] Anna B. Tyler [SEAL]

STATE OF ILLINOIS, I, [Notary Signature] a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DAVID J. TYLER and ANNA B. TYLER, his wife,



who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this 28th day of April, 1972.

Notary Public
mail Samuel Sholnick, 111 W. Washington, Chicago, Illinois

MAY 30 61-27-980

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (1) promptly repair, restore or rebuild any building or improvements on or hereafter situated on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from incumbrances, and (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior liens to Trustee or holders of the note. 4. Complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises. 5. Comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof. 6. Make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any pecuniary attachment, general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may be deemed to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances of any and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises, and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of per annum. Fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note, hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors hereunder.

7. Whenever the indebtedness hereby secured shall become due, whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and disbursements which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, notary and expert evidence, stenographers' charges, publication costs and costs, which may be estimated as to items to be expended after entry of the decree of foreclosure, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders at any sale thereunder that the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of per cent per annum, when paid or incurred by, Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which either of the parties shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) by preparators for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or preparators for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foregoing proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute said indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining due on the note; fourth any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors are in default for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of the indebtedness secured hereby, or by any other person, in closing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale. (2) The deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of a provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to enter the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of the county in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

The additional covenants, conditions and provisions (Paragraphs 16, 17, 18 and 19) set forth in the two (2) page RIDER attached hereto are incorporated herein by reference and are made a part hereof.

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<p>IMPORTANT</p> <p>THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD</p>	<p>Identification No. 1111111111</p> <p>CHICAGO TITLE AND TRUST COMPANY</p> <p>By <i>Roseann Speyer, sec.</i></p> <p><small>Trust Officer / Ass't Sec'y / Asst. Vice Pres.</small></p>
<p><input type="checkbox"/> MAIL TO:</p>	<p>FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE</p> <p>1950-2-4 S. Kedzie Avenue, Chicago, Illinois 60623</p>

RIDER attached to, executed simultaneously with and forming a part of a certain PART PURCHASE MONEY FIRST LIEN MORTGAGE TRUST DEED dated April 28, 1972, between DAVID J. TYLER and ANNA B. TYLER, his wife, as Mortgagors, and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, as Trustee.

16. MORTGAGORS reserve the right to make prepayments on account of the note on any installment payment date on the following conditions:

(a) that on or before said installment payment date, interest on the note shall have been paid in full to said installment payment date, and

(b) that such additional payment shall be for the exact amount of such portion of any consecutive number of the ensuing monthly payments as would be applied to principal if those monthly payments were made when due.

17. In addition to all other payments which MORTGAGORS are required to make under the provisions of this Trust Deed and of the note, MORTGAGORS shall deposit with the holders of the note, on each of said installment payment dates, the sum of \$150.00 (which sum is the combined estimate of 1/12th of the annual general real estate taxes and of 1/12th of the annual insurance premiums) to be held as a tax and insurance reserve fund and to be applied toward the payment of said taxes as they shall become due and payable for the year 1972 and for each subsequent year thereafter and also toward the payment of the insurance premiums as they shall become due and payable from time to time thereafter; PROVIDED, HOWEVER, that MORTGAGORS shall also make up and promptly pay, from time to time hereafter, any deficiency in the amounts required to pay said taxes and insurance premiums, on or before the respective dates on which the bills therefor become due and payable. In the event of any overdeposit in said fund, such excess may be retained and credited against the next accruing deposits to be made in said fund as aforesaid, or may be refunded to MORTGAGORS, as the holders of the note may elect. No interest is to be credited or paid to MORTGAGORS for or on account of any of said deposits in said fund. The holders of the note shall not be required to make any real estate tax payments for any year for which insufficient tax reserve funds are on deposit as aforesaid; and nothing herein contained shall be construed as requiring the holders of the note to advance other monies for such purposes. Likewise, the holders of the note shall not be required to make any insurance premium payments for which insufficient insurance reserve funds are on deposit as aforesaid; and nothing herein contained shall be construed as requiring the holders of the note to advance other monies for such purposes. All monies in said tax and insurance reserve fund shall be deposited in a bank savings account; and all interest credited to said account shall be applied as a credit to MORTGAGORS on account of their said obligations to make deposits in said fund.

18. In addition to the insurance policies to be delivered under the provisions of paragraph "3" of the "Covenants, Conditions and Provisions" of this Trust Deed, MORTGAGORS shall also deliver to the holder of the note the following additional policies:

(a) comprehensive public liability and OLT insurance (covering claims and damages for property, personal injury, including death and loss of means of support, under any and all federal, state and local laws, ordinances and regulations and also under the common law and otherwise whatsoever) in liability limits of not less than \$50,000/\$100,000/\$100,000/\$50,000, including the name of

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MORTGAGORS and Trustee and the holders of the note, as the co-insured;

(b) comprehensive plate glass insurance (covering all windows and doors) including the name of MORTGAGORS and Trustee and the holders of the note, as the co-insured; and

(c) prior to the sale of alcoholic liquors on said real estate, comprehensive "dram shop" or liquor liability insurance (covering claims and damages for property, personal injury, including death and loss of means of support, under any and all federal, state and local laws, ordinances and regulations and also under the common law and otherwise whatsoever) in liability limits of not less than \$100,000/\$300,000/\$100,000/\$50,000 with respect to each liquor licensee, including the name of MORTGAGORS and Trustee and the holders of the note, as the co-insured. The provisions of this sub-paragraph "(c)" shall apply only if alcoholic liquors are sold on said real estate, but they shall not apply if alcoholic liquors are not sold thereon.

19. Each of the insurance policies which are to be delivered by MORTGAGORS under all of the provisions of this Trust Deed, shall contain an appropriate provision to the effect that no cancellation thereof by MORTGAGORS shall be effective or binding on Trustee or on the holders of the note, without their written consent to such cancellation, and also that no cancellation thereof by the insurance company shall be effective or binding on Trustee or on the holders of the note except after ten (10) days' prior written notice of such cancellation shall have been given to them or to either of them by the insurance company by United States Registered or Certified Mail, accompanied by receipts of paid premiums therefor; PROVIDED, HOWEVER, that no alcoholic liquors shall be manufactured, stored, sold, given away or otherwise dealt with, anywhere on said real estate unless and until all of said "dram shop" liquor liability policies shall be in full force and effect and the same (together with receipts of said premiums therefor) shall have been delivered as aforesaid, and then only in full compliance with all federal, state and local laws, ordinances, and governmental regulations relating thereto and governing the same.

David J. Tyler (SEAL)
David J. Tyler

Anna B. Tyler (SEAL)
Anna B. Tyler

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END OF RECORDED DOCUMENT